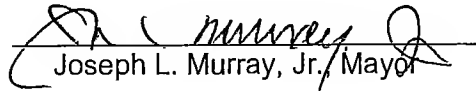


**RESOLUTION 15-163**  
**BOROUGH OF ORADELL**  
**BERGEN COUNTY**

**WHEREAS**, the Borough of Oradell and the United Public Service Employees Union ( UPSEU) have participated in over 18 months of negotiations, mediation and fact finding to establish a new contract; and

**WHEREAS**, the UPSEU ratified the terms of the Memorandum of Agreement on July 14, 2015, ( See appendix A)

**NOW, THEREFORE BE IT RESOLVED**, the Governing Body of the Borough of Oradell hereby authorizes the Mayor and Borough Administrator/Clerk to sign the Memorandum of Agreement to approve a contract between the Borough and the UPSEU expiring December 31, 2016.

  
Joseph L. Murray, Jr., Mayor

Passed on roll call vote at the Public Meeting of the  
Mayor and Council of the Borough of Oradell held on Tuesday,  
July 28, 2015

(SEAL)

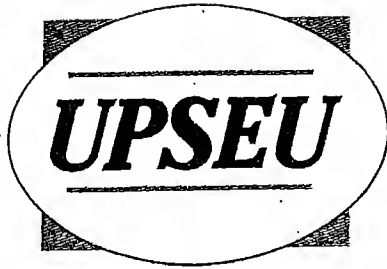
ATTEST:

  
Laura J. Graham, RMC  
Borough Administrator/Municipal Clerk

From:

07/14/2015 13:39

#702 P.002/002



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
NEW JERSEY DIVISION HACKENSACK • NJ**

Mailing Address

3555 Veterans Memorial Hwy. • Ste. H • Ronkonkoma • NY 11779  
(800) 833-3688 • Fax: (631) 738-7236



July 14, 2015

*via facsimile (201) 261-6906*

**Ms. Laura J. Graham**  
**Borough Administrator**  
Borough of Oradell  
355 Kinderkamack Road  
Oradell, NJ 07649

**Re: Blue and White Collar Unit**

Dear Ms. Graham:

This shall serve to advise you that the above referenced membership has voted to approve the terms of the Memorandum of Agreement entered into between the parties.

Kindly advise me of the Board's action in this regard.

Sincerely yours,

James Gangale  
Regional Director

N:\Shops\Ratified\15\Oradell\_7\_14\_BC\_WC.JG.mevh

**FAXED**  
7-14-2015

## MEMORANDUM OF AGREEMENT

### Memorandum of Agreement Between the Borough of Oradell (hereinafter "Borough") and the United Public Service Employees Union (hereinafter "UPSEA")

1. All parties acknowledge these terms and conditions are subject to ratification.

2. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

3. The terms contained herein modify the existing Agreement and any terms not mentioned shall remain status quo.

4. This document represents settlement of the contained issues. All other issues are hereby withdrawn.

5. Preamble:

January 1, 2012 through December 31, 2016.

6. Article VI "Work Week and Overtime":

The normal work week for Department of Public works employees shall be Monday through Friday.

The normal starting time shall be 7:00 a.m. and the normal quitting time shall be 3:15 p.m., exclusive of a thirty (30) minutes lunch period.

Lunch will not be included in calculating the normal work week.

Department of Public Works employees and Buildings and Grounds employees shall be entitled to one (1) 15-minute coffee break in the forenoon.

[The new DPW schedule will be implemented on September 1, 2015]

7. Article VII "Salaries":

#### During the term of this Agreement

Those employees who are on the salary guide shall move up one step on the salary guide each year.

Those employees who are "Off the Salary Guide" shall receive a 2% annual salary increase. For the 2015 calendar year the salary increase shall be prorated to the date the agreement is executed.

This provision is not retroactive to the period of time prior to the ratification of this successor agreement.

8. Article XI "Holidays":

Lincoln's Birthday shall be removed from this list of paid holidays and Martin Luther King, Jr. Day shall be added to the list of paid holidays.

Subparagraph E shall be removed.

9. Article XII "Sick Leave":

The existing language shall be removed and replaced with the following:

A) Employees shall receive sick leave benefits pursuant to the following schedule:

Length of Employment	Number of Sick Days Per Year
First Day of Work up to Twenty-Four (24) months	One (1) day a month to be earned on a per paycheck basis
Twenty-Fifth (25 <sup>th</sup> ) month of employment forward	Fifteen (15) days per year to be earned on a per paycheck basis

B) The Borough will create a sick leave bank in which employees will be permitted to bank unused sick time at the end of each calendar year. Employees will be allowed to accrue up to eighty (80) days in their sick leave bank. The use of banked sick leave is limited to medically verifiable serious illness or injury that requires an employee absence for more than five (5) consecutive work days. Banked sick leave cannot be paid out to the employee upon resignation or retirement.

C) Each employee's sick bank shall be credited on a one-time basis with the number of sick days they will be entitled to earn during calendar year 2016, that is 12 or 15 or somewhere in between depending upon their employment date. This provision only applies to employees employed by the Borough on January 1, 2016.

D) The Borough will procure for the employees a temporary disability insurance policy that will cover an eligible illness or injury from the Seventh (7<sup>th</sup>) day of absence through the One Hundred and Eightieth (180<sup>th</sup>) day of absence.

E) The Borough will offer employees the option to purchase, at employee expense a Long Term Disability Policy.

10. Article XIV "Health Insurance Benefits":

A) The language "The prescription drug co-payment shall be five dollars (\$5.00) shall be changed to ten dollars (\$10.00) for generic drugs, fifteen dollars (\$15.00) for brand name formulary, and twenty-five (\$25.00) for brand name non-formulary.

B) The language shall be changed to "Employee medical insurance contributions and prescription drug plan contributions shall be calculated based on the Phase 4 (final phase) rate chart for the level of coverage selected by the employee as publish by the New Jersey Division of Pensions and Benefits."

11. Article XVI "Bereavement Leave":

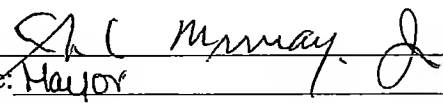
D. The reference to "Department Head" shall be removed and replaced with "Borough Administrator."

E. The reference to "Department Head" shall be removed and replaced with "Borough Administrator."

ATTEST

For the Borough Of Oradell

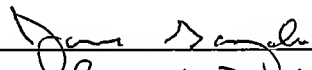


By:   
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

For the United Public Service Employees  
Union

\_\_\_\_\_

By:   
Title: Regional Director UPSIU  
Date: 7/14/15